

CABLE TELEVISION RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS I, INC.

BY

**BOARD OF SELECTMEN
TOWN OF SHERBORN,
MASSACHUSETTS**

EFFECTIVE DATE: MAY 16, 2004

CABLE TELEVISION RENEWAL LICENSE

This Cable Television Renewal License ("Renewal License") is made and entered into in accordance with and pursuant to M.G.L. c. 166A as of this 20th day of April, 2004, by and between Comcast of Massachusetts I, Inc. ("Licensee"), and the Board of Selectmen of the Town of Sherborn, Massachusetts, as Issuing Authority, the renewal of the cable television license originally granted by the Issuing Authority on May 16, 1989.

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WHEREAS, the Issuing Authority granted a Final Cable Television License For the Town of Sherborn (Final License) for a cable television service to Continental Cablevision of Massachusetts Inc. on May 16, 1989;

WHEREAS, the Final License was most recently transferred from AT&T Corp. to AT&T Comcast Corporation (now Comcast of Massachusetts I, Inc.) on May 23, 2002;

WHEREAS, the Final License was for a term of fifteen (15) years from the date of execution, through May 15, 2004;

WHEREAS, Licensee submitted an initial proposal and Massachusetts Cable Division Form 100 to the Town of Sherborn, dated February 13, 2004, for a license to construct, operate and maintain a Cable Television System in the Town of Sherborn; and,

WHEREAS, the Issuing Authority and the Licensee desire to renew the franchise granted in the Final License subject to and in accordance with the terms and provisions set forth in this Renewal License.

NOW THEREFORE, in consideration of these premises and for good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 --- DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine or neuter pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- (1) “Access” means the right or ability of any Sherborn resident and/or any Person affiliated with a Sherborn institution to use the designated facilities, equipment and/or channels of the Sherborn Cable Television System, subject to the conditions and procedures established for such use.
- (2) “Access Channel(s)” means the channel(s) on the Sherborn Cable System which Licensee makes available to the Town, without charge, for the purpose of transmitting non-commercial, PEG Access Programming by the Access Corporation, residents of Sherborn, Town boards, commissions, departments and agencies, Sherborn Public Schools, and/or other local Sherborn educational, institutional, public or non-profit organizations.
- (3) “Access Corporation” means the entity designated by the Issuing Authority, from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels in connection with the Sherborn Cable System.
- (4) “Affiliate or Affiliated Person” means when used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- (5) “Basic Service” means any service tier distributed over the Sherborn Cable System, which includes the retransmission of Broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law.
- (6) “Broadcast” means over-the-air transmission by a radio or television station.
- (7) “CMR” means the Code of Massachusetts Regulations.
- (8) “Cable Act” means Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 56 (1996) (the Telecommunication Act of 1996) or as such law may hereafter be amended or supplemented.
- (9) “Cable Service” means (A) the one-way transmission to Subscribers of (i) Video Programming, or (ii) other Programming service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming services.
- (10) “Cable Television System” or “Cable System” means the facility, consisting of a set of closed transmission paths and associated Signal generation, reception and control equipment that

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is designed to provide Cable Service including Video Programming and which is provided to multiple Subscribers within the Town.

(11) “Commercial Subscriber” means a non-residential or non-governmental Subscriber to Cable Service.

(12) “Converter” means any device altering a Signal delivered to a Subscriber. A Subscriber Converter may control reception capacity and/or decode or unscramble coded Signals distributed over the Cable System, among other capabilities.

(13) “Department of Public Works” or “DPW” means Town of Sherborn Highway Department, or its successor.

(14) “Division” means the Massachusetts Cable Television Division of the Massachusetts Department of Telecommunications and Energy, or its successor.

(15) “Downstream Channel” means a channel over which Signals travel from the Cable System Headend, Hub Site and/or other location designated by the Licensee to an authorized recipient of Video Programming or to an I-Net site over the I-Net.

(16) “Drop” or “Cable Drop” means the coaxial cable that connects each home or building to the feeder line of the Cable System.

(17) “Educational Access Channel” means a specific channel on the Cable System made available by the Licensee to the Issuing Authority for use by the Access Corporation, and educational institutions or educators as designated by the Issuing Authority and programmed by the Access Corporation, and such educational institutions or educators for the presentation of noncommercial educational Access Programming and/or information to the public.

(18) “Effective Date” means May 16, 2004.

(19) “Execution Date” means April 20, 2004 the date set forth on the signature page to this Renewal License.

(20) “FCC” means the Federal Communications Commission, or any successor agency.

(21) “Franchise Fee” means the payments, paid by the Licensee to the Town or its designee, pursuant to and in accordance with the Cable Act and this Renewal License.

(22) “GAAP” means the form of generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Board of the American Institute of Certified Public Accountants and the statements and pronouncements of the Financial Accounting Standards Board.

(23) “Government Access Channel” means a specific channel on the Cable System made available by the Licensee to the Issuing Authority and programmed by the Issuing Authority or its designee(s) for the presentation of non-commercial Programming and/or information to the public.

(24) “Gross Annual Revenues” means revenue of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation, the distribution of any Cable Service over

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the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar fees or charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, leases and/or sales that relate to the transmission of Cable Services; home shopping revenues; advertising revenues; and all other revenues derived by the Licensee or any Affiliate from the sale of products or services in any way advertised, promoted, distributed or made available on or by means of the Cable Television System. Gross Annual Revenues shall also include the gross annual revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate and/or Person itself, where such revenue is unrelated to such Signal carriage. Gross Annual Revenues shall not include (i) the revenue of any Person, including, without limitation, a supplier of programming to the Licensee, to the extent that said revenue is also included in the Gross Annual Revenue of the Licensee, (ii) actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected; and (iii) any taxes imposed by law on any Subscriber by the State, Town or other governmental unit that the Licensee is obligated to collect on behalf of said governmental unit (however, Franchise Fees, License Fees, and PEG Access fees, etc. are not taxes.)

(25) "Headend" means the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(26) "Hub" or "Hub Site" means a sub-Headend generally located within a cable television community used either for the purpose of Signal processing or switching.

(27) "Institutional Network" or "I-Net" means the existing separate cable communications network owned and operated by the Licensee consisting of the number of Upstream and Downstream Channels and connecting such Town buildings and schools all as set forth in Section 3.2 herein.

(28) "Issuing Authority" means the Board of Selectmen of the Town.

(29) "License Fee" means the payment to be made by Licensee to the Town and the Commonwealth of Massachusetts, based on an amount per Subscriber, pursuant to M.G.L. Chapter 166A, Section 9.

(30) "Licensee" means Comcast of Massachusetts I, Inc., and any successor in interest, assignee or transferee.

(31) "Multichannel Video Programming Provider" means a Person which makes available to residents in the Town multiple channels of Video Programming.

(32) "NCTA" means the National Cable Television Association.

(33) "Node" or "Fiber Node" means a remote point in the Cable System connecting fiber optic cable to the Trunk and Distribution System.

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(34) “Normal Business Hours” has the meaning set forth in 47 CFR §76.309. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

(35) “Origination Capability” or “Origination Point” means an activated connection to an I-Net Upstream Channel allowing a User to transmit a video and audio Signal upstream to a designated location.

(36) “Outlet” means an interior receptacle, generally mounted in a wall, which allows connection of a Subscriber’s or User’s television set to the Cable System. Outlet when used in the context of an I-Net Outlet means an interior receptacle, generally mounted in a wall, which allows connection of a User’s audio and video equipment to the I-Net.

(37) “Pay Cable” or “Premium Services” means programming delivered for a fee or charge to Subscribers on a per channel or group-of-channels basis.

(38) “Pay-Per-View” means Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(39) “PEG” means, collectively, public, educational and governmental used in conjunction with Access Channels, support and facilities.

(40) “PEG Access Channel” means any channel made available by the Licensee to the Issuing Authority for the presentation of PEG Access Programming.

(41) “Person” means any legally recognized entity, including, without limitation, any corporation, partnership, limited liability company, limited partnership, association, trust, organization, other business entity, individual, or legally recognized group of individuals acting in concert.

(42) “Prime Rate” means the prime rate of interest advertised by New York Bank, or its successor.

(43) “Public Access Channel” means a specific channel on the Cable System made available by Licensee to the Issuing Authority for the programming and presentation of non-commercial Programming and/or information to the public.

(44) “Public Way” means the surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, any easements which have been dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to Public Way shall not be construed to be a representation, warranty, covenant or guarantee by the Town that its property rights are sufficient to permit use of such Public Ways for any particular purpose, or that the Licensee shall gain or be permitted to exercise any rights to access or use any such Public Ways greater than those rights possessed by the Town.

(45) “Renewal License” means the non-exclusive Cable Television Renewal License granted to the Licensee by this instrument.

(46) “Scrambling/Encoding” means the electronic distortion of a Signal in order to render it

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unintelligible or non-receivable without the use of a Converter or other decoding device.

(47) “Signal” means any transmission of electromagnetic or optical energy, which carries Programming from one location to another.

(48) “State” means the Commonwealth of Massachusetts.

(49) “Subscriber” means any Person that elects to subscribe to a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(50) “Subscriber Network” means the trunk, feeder and distribution network owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(51) “Town” means the Town of Sherborn, Massachusetts.

(52) “Town Counsel” means the counsel retained by the Town.

(53) “Trunk and Distribution System” means that portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscribers’ residences.

(54) “Upstream Channel” means a channel over which Signals travel from an authorized location to the Cable System Headend, Hub Site and/or other location designated by the Licensee.

(55) “User” means a Person utilizing the Cable Television System, including any related facilities, for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(56) “VCR” means videocassette recorder or similar existing or future technology with equivalent or better record or playback capability.

(57) “Video Programming” or “Programming” means programming provided by or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2
GRANT OF RENEWAL LICENSE

Section 2.1 --- GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority granted by Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Sherborn, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television renewal license to the Licensee, authorizing and permitting the Licensee to upgrade, construct, install, operate, and maintain a Cable Television System within the corporate limits of the Town. This Renewal License is subject to the terms and conditions contained in said Chapter 166A; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and lawful by-laws of general application and lawful regulations, all as maybe amended from time to time.

(b) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to upgrade, construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon Public Ways under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State and the Town. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives or trades of Persons, any installations of the Town or any public utility serving the Town or any other Persons permitted to use the Public Ways and places.

(c) The grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways. Disputes between the Licensee and any other parties regarding use of Public Ways shall be resolved in accordance with any applicable Town by-laws of general application, lawful regulations of the DPW, and any other applicable law.

Section 2.2 --- TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on May 16, 2004 and shall expire ten (10) years thereafter at midnight on May 15, 2014, unless sooner terminated, as provided herein, or surrendered.

Section 2.3 --- NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Sherborn; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses in accordance with applicable law.

(b) The grant of any additional cable television license or renewal license shall not be on terms materially more favorable or less burdensome than those contained in this Renewal License. The grant of any cable television license(s) shall be at the sole discretion of the Issuing Authority.

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(i) In the event that the Licensee believes that any additional cable television license has been granted on terms and conditions materially more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license is on terms materially more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief.

(ii) Should the Licensee demonstrate that any such additional cable television license has been granted on terms and conditions materially more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License, subject to applicable law.

(c) The issuance of any additional license shall be subject to applicable federal and State law and all regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Provider, which is not (i) in any way an Affiliate of the Licensee and (ii) not a satellite provider, hereafter provides Video Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the provisions of this Renewal License are resulting in a substantial negative effect on the financial viability of the Licensee's Cable System ("substantial negative effect"), Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative effect. Upon receipt of such a request, and after providing public notice, the Issuing Authority shall convene and conduct a public hearing(s). At the public hearing(s), the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, by the Issuing Authority in writing, subject to Section 13.1 infra.

(ii) The Licensee shall not request the return of any funding or equivalent thereof in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been made or provided by the Licensee as of the date of the Licensee's request for a public hearing in Section 2.3(d) above.

(iii) As of the Effective Date, the parties hereto agree that the provisions of this Renewal License are not creating a substantial negative effect in relation to any Multichannel Video Programming Provider currently providing Video Programming to residents in the Town.

(vi) Should the Licensee demonstrate that the Video Programming of such Multichannel Video Programming Provider is having a substantial negative effect on the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License, subject to applicable law.

Section 2.4 --- POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the lawfully exercised powers of the Town to adopt and enforce by-laws and lawful regulations of general applicability necessary to the safety and welfare of the public; provided that such by-laws are not specific to a Cable System or a cable licensee.

Section 2.5 --- REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System or systems, and all other appurtenances from the Public Ways and shall restore all such areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6 --- TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, holding such Renewal License to any other Person, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Any transferee shall be subject to and shall expressly assume all of the terms and conditions contained in this Renewal License.

(b) Subject to applicable law, in considering an application of control or assignment of this Renewal License, the Issuing Authority shall consider the transferee's (i) financial capability, (ii) management experience, (iii) technical expertise, and (iv) legal ability to operate the Cable System under this Renewal License, and any other criteria allowable under law.

Section 2.7 --- EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License; and among other remedies available to the Town, shall be subject to Section 11.1 and 11.2(a)(i).

(b) If the Issuing Authority denies its consent to any such transfer action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License pursuant to M.G.L. c. 166A, §11.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**ARTICLE 3
SYSTEM DESIGN**

Section 3.1 --- SUBSCRIBER NETWORK

(a) Licensee shall continue to maintain and operate, and make available to residents of the Town, subject to Section 4.1 below, at a minimum seven hundred fifty megahertz (750 MHz) Subscriber Network. Said Subscriber network shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction and four (4) video channels in the upstream direction.

(b) The Town shall reasonably cooperate with the Licensee in securing any permits or licenses, if necessary, in regard to Town-owned real property, for the maintenance, construction and/or upgrade of the Cable System. Said securing of permits and licenses from the Town shall comply with all applicable law and regulations with respect to the leasing, licensing and use of its property and its obligation and right to fulfill its fiduciary duty to its residents, which shall not be impaired by this Section 3.1(b). This Renewal License shall not be considered a waiver of any permits required of the Licensee by the Town, the State or any other governmental authority or Person.

(c) The Licensee shall transmit all of its Signals to Sherborn Subscribers in stereo, provided such Signals are furnished to the Licensee in stereo.

Section 3.2 --- INSTITUTIONAL NETWORK

(a) The Licensee shall continue to make available and maintain the existing Institutional Network ("I-Net") to be utilized by the Issuing Authority, its designees and/or Town departments, including the Sherborn Public Schools, in accordance with the terms herein.

(b) The backbone architecture of the I-Net shall continue to be the dual cable, existing coaxial network, capable of providing thirty-five (35) Upstream Channels and thirty-five (35) Downstream Channels.

(c) The I-Net shall continue to be capable of transmitting video and audio transmissions from and to those municipal and school buildings identified in Exhibit 3.2. The Issuing Authority, its designees, Town departments and/or the Sherborn Public Schools shall not use the I-Net for commercial purposes and the transmission of data, unless otherwise agreed to in writing by the Licensee in its sole discretion.

(d) The I-Net shall continue to be interconnected to the Subscriber Network at the Headend, Hub-site or other functionally equivalent location (said location to be determined at the sole discretion of the Licensee) in order that PEG Access Programming originating from the municipal and school buildings identified in Exhibit 3.2 can be sent upstream on an I-Net channel and then switched to the designated downstream Subscriber Network PEG Access channel. There shall be no charge to the Town or its designee(s) for said switching.

(e) The Licensee shall continue to have the sole responsibility for maintaining the Institutional Network, except PEG Access and end-used equipment, and Town installed wiring or

related devices, which are not under its control or ownership. The Licensee shall maintain the I-Net signal quality, and perform all inspections and performance tests, as prescribed by 47 CFR Part 76 for video signals provided by a cable television system.

(f) The Licensee shall extend the I-Net to any new Sherborn Public School or Access Corporation studio in the Town (which shall not include any new Dover-Sherborn Public School) constructed during the term of this Renewal License, upon no less than twelve (12) months written notice by the Issuing Authority to the Licensee; provided, however, the total cost of such I-Net extension(s) to the Licensee shall not exceed Twenty Thousand Dollars (\$20,000.00) during the term of this Renewal License.

(g) No later than August 1, 2004, the Licensee shall provide a Three Thousand Dollar (\$3,000) technology payment. Thereafter, on or before each Renewal License anniversary date, Licensee shall provide a Three Thousand Dollar (\$3,000) technology payment. Said payments shall be used for data service equipment purchases and other related costs within the Town. Said payments shall be made to the Issuing Authority, or its designee.

Section 3.3 --- PARENTAL CONTROL CAPABILITY

(a) Upon request, the Licensee shall provide to Subscribers for sale or lease a Converter or other device with which Subscribers can prohibit viewing of a particular Cable Service during periods of time selected by the Subscriber.

(b) To the extent required by federal law, the Licensee shall block the video and audio portion of a channel so that such channel carrying sexually explicit adult Programming on the Cable System is not received by a Subscriber requesting to not receive such Programming.

Section 3.4 --- EMERGENCY ALERT OVERRIDE CAPACITY

The Licensee's Cable System shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.5 --- SYSTEM TECHNICAL SPECIFICATIONS

With regard to the Cable Television System, at all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4
CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

Section 4.1 --- SERVICE AVAILABLE TO ALL RESIDENTS

(a) Licensee shall make its Cable Service available to residential (non-commercial) dwelling units within the corporate limits in the Town, regardless of the type of dwelling, or its geographical location, unless legally prevented from doing so, except that with respect to Towne Lyne Road, the Licensee shall make its Cable Service available to all residents of said road no later than December 31, 2004, subject to Section 4.1(b) – (d) below. Upon request, subject to Section 4.1(b) – (d) below the Licensee shall extend the Cable System such that any new dwelling unit constructed within the Town corporate limits may be connected to the Cable System no later than ninety (90) days for an aerial Drop and one hundred and twenty (120) days for an underground Drop, weather permitting, following the issuance of an occupancy permit for such dwelling.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence. Subscriber participation in a Licensee marketing promotion shall be exempt from this provision.

(c) Any dwelling unit within one hundred fifty (150) feet of the existing Cable System Trunk and Distribution System shall be entitled to a standard aerial installation rate. Any aerial installation over one hundred fifty (150) feet from the existing Cable System Trunk or Distribution System shall be considered non-standard aerial installation. Such non-standard aerial installation shall be provided at a rate comprised of Licensee's standard aerial installation rate plus Licensee's actual cost plus a reasonable rate of return to extend beyond one hundred fifty (150) feet. In accordance with applicable law, the Licensee may reasonably charge Subscribers for non-standard or customized installations.

(d) Underground installation shall be considered a standard installation and therefore subject to standard underground installation rates within one hundred fifty (150) feet of the existing Cable System Trunk and Distribution System, provided that sub-surface is dirt or similar soft surface. Underground installations not within one hundred fifty (150) feet of the existing Cable System Trunk and Distribution System or involving a hard surface or that require boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations, and shall be provided at a rate based upon Licensee's actual costs plus a reasonable return on investment. Installations more than one hundred fifty (150) feet from existing Cable System Trunk or Distribution System or involving a hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon Licensee's actual costs plus a reasonable return on investment, as allowed under applicable law.

Section 4.2 --- LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall construct, install, operate and maintain the Cable Television System within the Town. Licensee owned poles, towers and other obstructions shall be erected as necessary, subject to the approval of the Issuing Authority, so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of said poles, towers and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 4.3 --- UNDERGROUND FACILITIES

(a) Upon the Execution Date of this Renewal License, in the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies are required to be placed underground by the Town at no cost to the Town, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) If applicable under Section 4.3 (a) supra, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4 --- TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the Public Ways and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designees during the term of this Renewal License. All tree or root trimming or pruning provided for herein shall be done pursuant to the applicable regulations of the Town.

Section 4.5 --- RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface disturbed restored in as good condition as possible as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6 --- TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building-moving permit issued by the Town. Unless otherwise required by applicable law, the expense of such raising or lowering shall be at no cost to the Town. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 --- DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same street or Public Way, or remove from any street or any Public Ways, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of

any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8 --- SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Division and FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9 --- PEDESTALS

In any cases in which pedestals housing passive devices are to be utilized in Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable, lawful DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control boxes at Town approved locations to be determined when the Licensee applies for a permit, provided, however, that the Town shall take into consideration the design requirements of the Sherborn Cable System. The Town shall consider all such permit requests in a timely and expeditious manner. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.14 herein.

Section 4.10 --- PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws, federal and state regulations and lawful Town regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable Television System.

Section 4.11 --- RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Issuing Authority or its designee shall have the right to inspect the Cable System, including its associated plant and equipment, in the Town, including, but not limited to all construction and installation work performed, and to make such inspections and tests as deemed necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law and regulations. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town, and shall have prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall provide at least thirty (30) days written notice of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.12 --- MAPS

Upon written request of the Issuing Authority, the Licensee shall file with the Issuing Authority or its designee "strand" maps of the Cable System in hard copy. Said "strand" maps shall also be provided in electronic format, if they exist in electronic format, if so requested in

writing by the Issuing Authority. Thereafter, after written request of the Issuing Authority or its designee, if changes are made to the Cable System, such that a map(s) is no longer accurate, the Licensee shall file with the Issuing Authority updated “strand” map(s) within a reasonable period of time.

Section 4.13 --- SERVICE INTERRUPTION

Except during the construction where there exists an emergency situation necessitating a more expeditious procedure or as required by applicable law and EAS Notifications and/or tests, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers. If practical, the Town, its designee and/or the Access Corporation shall cooperate fully with the Licensee to affect such notice.

Section 4.14 --- COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service available to any commercial establishments in the Town upon a non-discriminatory basis provided that such establishment agree to pay for installation and monthly subscription costs as established by the Licensee. Certain Programming services may not be available to commercial establishments, pursuant to applicable law or the Licensee’s agreements with its program suppliers or Licensee’s policies.

Section 4.15 --- “DIG SAFE”

The Licensee shall comply with all applicable “dig-safe” provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5
SERVICES AND PROGRAMMING

Section 5.1 --- PROGRAM LINE-UP

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 5.1**. Pursuant to applicable federal law, all Programming decisions, other than the PEG Access Programming required by this Renewal License, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Sherborn Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.2 --- BASIC SERVICE

The Licensee shall make a Basic Service available to all Sherborn Subscribers pursuant to applicable federal statute or regulation.

Section 5.3 --- CABLE COMPATIBILITY

(a) Pursuant to applicable law, the Licensee shall not Scramble or otherwise Encode, in any manner or form, for the entire term of this Renewal License, its Basic Service Tier.

(b) Pursuant to applicable law, the Licensee reserves the right to Scramble or otherwise Encode any cable channel, other than the Basic Service tier, to protect the Licensee from unauthorized reception of its Signals.

(c) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set their VCR controls to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, accessories (and written procedures if available), which will allow VCR owners to tape and view any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment (and written procedures if available) shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date.

Section 5.4--- CONTINUITY OF SERVICE

The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures or any Subscriber's failure to meet his or her financial obligations. When necessary Service interruptions can be anticipated, the Licensee shall notify Subscribers of any such interruption in advance.

Section 5.5--- DROPS AND SERVICE TO PUBLIC BUILDINGS

(a) Pursuant to MGL 166A, sec. 5(e), the Licensee shall continue to provide, install and

maintain Subscriber Cable Drops, Outlets and the monthly Basic Service (and any other Cable Service, if any, as provided on the day prior to the Renewal License Effective Date), at no charge to the Town, to all police and fire stations and public buildings of the Town, as listed in **Exhibit 5.5(a)**, along the Cable System routes, as designated, in writing, by the Issuing Authority. Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned locations newly receiving monthly Basic Service and any other Cable Service, if any, as provided on the day prior to the Renewal License Effective Date.

(b) During the entire term of this Renewal License, the Issuing Authority may request in writing one (1) Drop to and one (1) Outlet within each new public building housing Town offices, along the then existing Sherborn Cable System, without charge to the Town or occupants thereof. The Licensee shall install such Outlets within ninety (90) days of any such written request from the Issuing Authority for aerial installations and one hundred and eighty (180) days, weather permitting, of any such written request from the Issuing Authority for underground installations.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings entitled to such a Drop and/or Outlet, pursuant to Section 5.5(a) and (b), prior to any such installation. The proper official and his or her telephone number shall be included with the Issuing Authority's written request.

(d) The Licensee's obligations hereunder shall be limited to standard aerial and/or underground, non-customized installations from the Cable System, pursuant to Section 4.1.

(e) The Licensee shall provide one (1) Converter for each Outlet, if required for the reception of the monthly Expanded Basic Service pursuant to Sections 5.5(a) above, without charge. The Licensee shall maintain such Outlets and Converters for normal wear and tear; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any theft, vandalism or damage caused by Users at their respective facilities.

Section 5.6 --- DROPS AND SERVICE TO PUBLIC SCHOOLS AND LIBRARIES

(a) The Licensee shall continue to provide, without charge to the Town, Sherborn Public Schools, Dover-Sherborn Regional Schools (located in Sherborn) and Sherborn Public Libraries, one (1) Subscriber Cable Drop to with one (1) Outlet and the monthly Basic Service (and other Cable Service, if any, as provided on the day prior to the Renewal License Effective Date), including those non-Premium and non-Pay-Per-View satellite Services which support Cable in the Classroom Programming, carried on the Cable System by the Licensee, to all public schools within the corporate limits of the Town and the Sherborn Public Libraries.

(b) During the entire term of this Renewal License, the Issuing Authority may request in writing one (1) standard Drop to and one (1) Outlet within each new public schools building (Sherborn Public Schools, Dover-Sherborn Regional Schools (located in Sherborn)), along the then existing Sherborn Cable System, without charge to the Town or occupants thereof. The Licensee shall install such Drops and Outlets within ninety (90) days of any such written request from the Issuing Authority for aerial installations and one hundred and eighty (180) days, weather permitting, of any such written request from the Issuing Authority for underground installations.

(c) The Licensee shall provide one (1) Converter for each school and public library receiving Basic Service (and other Cable Service, if any, as provided on the day prior to the Renewal License Effective Date) pursuant to Section 5.6(a), with each Outlet, if required for the reception of the monthly service, pursuant to Sections 5.6(a) above, without charge to the school

or public library. The Licensee shall maintain such Outlets and Converters for normal wear and tear; provided, however, that the Sherborn School Department (Sherborn Public Schools, Dover-Sherborn Regional Schools (located in Sherborn)) and Sherborn Public Library shall be responsible for repairs and/or replacement necessitated by any theft, vandalism or damage caused by Users at their respective facilities.

(d) The Licensee shall also provide, without charge to the School Department, limited technical advice in the event that the School Department decides to wire, at its own expense, additional classrooms for the monthly Cable Service, described in Section 5.6(a) and (b) above. The School Department shall ensure that any such wiring (i) complies with the Licensee's technical standards and (ii) does not result in Signal leakage beyond acceptable FCC limits. In the event that the School Department's wiring (i) does not comply with the Licensee's technical standards or (ii) results in unacceptable signal leakage, the School Department shall terminate use of any such wiring until such time as the wiring deficiency is corrected by the School Department.

Section 5.7 --- EQUIPMENT PRACTICES AND PROCEDURES

To the extent required by Division regulations and if applicable, the Licensee shall give notice in writing of its billing practices regarding cable-related Subscriber equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. In accordance with applicable law, thirty (30) days prior to changing one of its billing practices regarding equipment, the Licensee shall notify, in writing, the Issuing Authority, all effected Subscribers, and any other Person or governmental entity required by law to be notified, of the change, including a description of the changed billing practice, in a typeface that can be easily read and understood by Subscribers.

ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT

Section 6.1 --- PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Town and/or an Access Corporation, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and/or government Access facilities, equipment and Programming to the residents of the Town, pursuant to the provisions of this Article 6.

Section 6.2 --- PEG ACCESS CHANNELS

(a) Upon the Effective Date of this Renewal License, Licensee shall continue to make available to the Issuing Authority and/or its designee (i.e. an Access Corporation), two (2) dedicated Subscriber Network Downstream Channels on the Sherborn Cable System for PEG Access Programming purposes.

(b) No later than January 1, 2005, the Licensee shall make available to the Issuing Authority and/or its designee (i.e. an Access Corporation), a third dedicated Subscriber Network Downstream Channel on the Sherborn Cable System for PEG Access Programming purposes.

(c) Except in the event of a must-carry requirement in accordance with applicable law preventing advanced written notice, the Licensee shall not move or otherwise relocate the PEG Access Channel locations once established, without a minimum of thirty (30) days advance written notice to the Issuing Authority and Access Corporation. In the event that the Licensee does move or relocate a PEG Access Channel, the Licensee shall reimburse the Access Corporation up to seven hundred fifty Dollars (\$750.00) for each PEG Access Channel move or relocation, to cover the Issuing Authority's or its designated Access Corporation's actual costs therefore, such as new stationery, logos, notices, etc., with supporting documentation.

(d) The Town and/or the Access Corporation may utilize Upstream Channels on the I-Net, as described in Section 3.2 herein, in order to transmit PEG Access Programming to Subscribers, as further described in Section 6.3 herein.

Section 6.3 --- ACCESS CABLECASTING

(a) The PEG Access Downstream Channels shall be used to transmit PEG Access Programming to Subscribers, at no charge to the Issuing Authority, its designee, the Access Corporation or any User, and shall be subject to the control and management of the Issuing Authority and/or its designee (I.e. Access Corporation).

(b) The Licensee shall provide Upstream Channel capacity for PEG Access Programming over the I-Net from the Town Hall, Police Station, Fire Station, Town House (Community Center/1 858 Town House), Public Library, all Sherborn Public Schools (Pine Hill Elementary School). The Licensee shall also provide Upstream Channel capacity for PEG Access Programming over a dedicated trunk from any joint Dover-Sherborn PEG Access studio and from the Dover-Sherborn Regional High School. The Licensee shall provide and maintain all necessary processing equipment, located at its Headend, Hub site or other location, which location shall be at the sole discretion of the Licensee, in order to switch an Upstream Signal

from the Access Corporation over the I-Net to a designated PEG Access Downstream Channel on the Subscriber Network. All other switching equipment, such as modulators and cablecasting playback systems, shall be provided and maintained by the Issuing Authority, its designee(s).

(c) In order that PEG Access Programming can be cablecast over the PEG Access Subscriber Network Downstream Channels, pursuant to this Article 6, all PEG Access Programming transmitted from all remote origination locations shall be modulated by Access Corporation-owned equipment. The Access Corporation shall then transmit said Programming from any location within the Town having Origination Capability on an I-Net Upstream Channel as provided in Section 3.2 to the Headend, Hub Site and/or other location at the discretion of the Licensee. At the Headend or Hub Site and/or other location, Licensee shall retransmit said PEG Access Programming on the designated PEG Access Subscriber Network Downstream Channel.

(d) The Licensee shall periodically monitor the PEG Access Subscriber Network Downstream Channels for technical Signal quality of audio/video cablecasting and shall ensure that they are maintained at standards commensurate with those that apply to the Sherborn Cable System's commercial channels; provided, however Licensee shall not be responsible for the technical quality of PEG Access productions. The Licensee shall address in good faith any difficulties that arise regarding cablecasting of PEG Access Programming excluding any network processing or switching facilities outside of Licensee's control.

(e) There shall be no charge to the Town or Access Corporation for upstream or downstream PEG Access Programming transmissions, switching or processing.

Section 6.4 --- LOCAL ORIGINATION/PEG ACCESS

The Licensee shall continue to operate and maintain its existing local origination studio and Programming production with its existing staff through June 30, 2004. Thereafter and for the remaining term of this Renewal License, the Issuing Authority and/or its designee(s) shall be responsible for the operation and maintenance of public, educational and/or government Access Programming and facilities.

Section 6.5 --- ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall pay an annual Franchise Fee to Issuing Authority and/or its designee (i.e. an Access Corporation) for PEG Access purposes in an amount equal to five percent (5%) of the Licensee's Gross Annual Revenues less (i) applicable federal, State and Town License Fees payable pursuant to this License.

(1) The Franchise Fee shall begin accruing on July 1, 2004 and shall be made on either a semi-annual or quarterly basis as follows:

(i) In the event that Sherborn PEG Access is part of a joint PEG Access operation with another communities access operation, then the Licensee shall make semi-annual payments as follows:

| <u>Due Date</u> | Semi-annual Payments & Accounting Period |
|---------------------------|-----------------------------------------------------|
| December 31 st | May 16 th through November 15th |
| June 30 th | November 16 th through May 15th |

Town of Sherborn Cable Television Renewal License

(ii) The Licensee shall make a final PEG Access payment on June 30, 2014 for the period of November 16, 2013 through May 15, 2014.

(iii) In the event that Sherborn PEG Access is not part of a joint PEG Access operation with another communities access operation, then the Licensee shall make semi-annual payments as follows:

| <u>Due Date</u> | <u>Quarterly Payments & Accounting Period</u> |
|----------------------------|-------------------------------------------------------------|
| September 31 st | May 16 th through August 15 th |
| December 31 st | August 16 th through November 15 th |
| March 31 st | November 16 th through February 15 th |
| June 30 th | February 16 th through May 15 th |

(iv) The Licensee shall make a final PEG Access payment on June 30, 2014 for the period of February 16, 2013 through May 15, 2014.

(b) The Licensee shall file with each Franchise Fee payment a statement certified by Licensee's duly authorized financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues derived by the Licensee during the payment accounting periods pursuant to Section 6.4(a)(1) and 6.4(a)(2) above. Said statement shall list all of the general categories comprising Gross Annual Revenues.

(c) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers, but not received by the Licensee, shall pay the Access Corporation an amount equal to five percent (5%) of such Person's Gross Annual Revenues.

(d) To the extent that Franchise Fees for PEG Access purposes are set forth as a separate line item on Subscriber bills, such itemization shall be consistent with the definition of Franchise Fees set forth in this Renewal Agreement and shall be in accordance with applicable law and regulations.

Section 6.6 --- PEG ACCESS EQUIPMENT/FACILITIES FUNDING

(a) No later than June 1, 2004, Licensee shall pay to the Issuing Authority and/or its designee, for PEG Access facilities and/or equipment a payment of Ten Thousand Dollars (\$10,000.00).

(b) No later than August 30, 2004, Licensee shall pay to the Issuing Authority and/or its designee, for PEG Access facilities and/or equipment a payment of One Hundred Twenty One Thousand Dollars (\$121,000.00).

(c) On or before May 16, 2004, Licensee shall convey, transfer and assign to the Issuing Authority and/or its designee, "as is", all existing Licensee-owned local origination/PEG Access studio, production and transmission/receiving equipment located in the Town (the "PEG Equipment"). Licensee agrees to provide bills of sale or such other instruments of transfer and conveyance as the Issuing Authority may reasonably request to fully vest the Issuing Authority

and/or its designee all right, title and interest in and to the PEG Equipment. A complete list of PEG Equipment provided by Licensee is attached hereto as Schedule 6.6(b).

(d) Licensee and Issuing Authority agree that for purposes of this Renewal License, the benefit provided to the Town, its designee or the Access Corporation in Section 6.6(b) has a value of One Dollar (\$1.00).

Section 6.7--- PEG EQUIPMENT OWNERSHIP AND MAINTENANCE

The Issuing Authority and/or its designee(s) shall own all existing PEG Access production and related equipment, including modulators located in the Town. The Licensee shall provide the Issuing Authority with a complete inventory of said equipment by June 30, 2004. Upon the Effective Date of this Renewal License, Licensee shall have no obligation to maintain, repair, replace and/or insure any such PEG Access production and related equipment; provided, however, Licensee shall provide assistance to the Issuing Authority and/or its designated Access Corporation to relocate the equipment conveyed, transferred and assigned pursuant to Section 6.6(c) above, to a location in Dover, MA. The Licensee shall not be responsible for said equipment relocation costs in excess of two thousand dollars (\$2,000.00).

Section 6.8 --- CENSORSHIP

Neither the Issuing Authority nor the Licensee shall engage in any program censorship or any other control of the content of PEG Access Programming on the Sherborn Cable System, except as otherwise required or permitted by applicable law.

Section 6.9 --- LICENSEE'S PEG ACCESS OBLIGATIONS

Except for the specific obligations of the Licensee regarding PEG Access in this Article 6, the Licensee shall not have any other responsibilities for PEG Access, except as may be imposed on Licensee by applicable law.

**ARTICLE 7
LICENSE FEES**

Section 7.1 --- LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per subscriber per year, or such higher amounts as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated on the last day of each calendar year of this Renewal License. The License Fees shall be paid annually to the Town throughout the term of this Renewal License not later than March 15 of each year, unless provided for otherwise under applicable law. The five percent (5%) PEG Access payment, pursuant to Section 6.4, shall include the License Fee pursuant to federal law and M.G.L. c. 166A, Section 9.

(b) As regards License Fees and Franchise Fees as defined in the Cable Act and M.G.L. c. 166A, the Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the annual Franchise Fees for PEG Access purposes (Section 6.5 and Section 7.1(a)), but shall not include (1) any liquidated damages (Section 11.2); (2) any interest due because of late payments due under this Renewal License; (3) the PEG Access equipment/facilities funding (Section 6.6); (4) any other exclusion to the term “franchise fee” pursuant to Section 622 (g)(2) of the Cable Act.

Section 7.2 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee and Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law. The payment of said taxes, fees or charges of general applicability shall not constitute a credit or offset against the License Fee and Franchise Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee and Franchise Fee payments.

Section 7.3 --- LATE PAYMENT

In the event that any Franchise Fee or License Fee herein required is not tendered on or before the dates fixed herein or under applicable law, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate as published as of the due date. Any late payments made to the Town pursuant to this Section 7.3 and Article 6 shall not be deemed to be part of the Franchise Fee or License Fee to be paid to the Town, the Issuing Authority or its designee hereunder and shall be within the exclusion to the term “franchise fee” for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.4 --- AFFILIATE USE OF SYSTEM

Use of the Cable System by Affiliates shall be in accordance with applicable State and federal laws.

Section 7.5 --- METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Article 7 shall be made payable to the Town and deposited with the Town Treasurer.

Section 7.6 --- RECOMPUTATION

(a) Tender or acceptance of any payment required pursuant to this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.6 and Article 6, except that the Licensee shall not be liable for any interest on any amount already tendered to the Town. All amounts paid shall be subject to audit and recomputation by the Town which shall occur no later than three (3) years after such payment as was tendered.

(b) If the Issuing Authority reasonably believes that any such payment are incorrect, following written notice of such belief from the Issuing Authority, the Licensee shall have ten (10) days to provide the Town with additional information documenting and verifying the accuracy of any such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, the Issuing Authority may conduct an audit of such payment. If, after such audit and recomputation an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the cost in an amount not to exceed Two Thousand Dollars (\$2,000.00).

**ARTICLE 8
RATES AND CHARGES**

Section 8.1 --- RATE REGULATION

Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under federal and State laws.

Section 8.2 --- NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Pursuant to 207 CMR 10.02, at least thirty (30) days prior to implementing an increase in one of its rates or charges, the Licensee shall notify, in writing, the Issuing Authority and all Subscribers of the change and include a description of the increased rate or charge.

(b) Pursuant to applicable law, before a subscription agreement is reached, the Licensee shall provide each Subscriber with notice of its services, rates and charges including downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Change of service policies shall be in compliance with 207 CMR 10.02 and any successor regulations.

Section 8.3 --- CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law, in the event that Licensee's service to any Subscriber is interrupted for twenty (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

Section 8.4 --- REGULATORY PROCEDURES

Any externalization or pass-through of franchise related costs shall be done in accordance with applicable federal and State law and regulations.

**ARTICLE 9
INSURANCE AND BONDS**

Section 9.1 --- INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis upon written request, copies of the certificates of insurance for the following policies:

(1) A comprehensive general liability policy on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and a Three Million Dollar (\$3,000,000.00) for injury or death to two (2) or more persons in any one occurrence. The policy shall provide coverage for property damage from perils of explosion, collapse and/or damage to underground utilities.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and a Three Million Dollar (\$3,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.

(3) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) An excess (umbrella) liability policy in the minimum amount of Five Million Dollars (\$5,000,000.00) following form with the comprehensive general liability and automobile liability policies, referenced in Section 9.1(1) and Section 9.1(2) above.

(5) Worker's Compensation in the minimum amount of the statutory limit.

(6) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of the Renewal License.

(b) All policies, except the worker's compensation policy shall name the Town of Sherborn and its respective officials, officers, employees, representatives and agents as additional insureds.

(c) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(d) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(e) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(f) Neither the requirements for insurance contained in this Section 9.1 nor the payment of any insurance proceeds from said insurance policy shall limit or be construed to limit the liability of the Licensee pursuant to this Renewal License, including, but not limited to the indemnification requirements contained in Section 9.3 herein.

Section 9.2 --- PERFORMANCE BOND

(a) Subject to subsection (c), the Licensee shall maintain, at no cost or expense to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town in the amount of Twenty-Five Thousand Dollars (\$25,000) with good and sufficient surety licensed to do business in the State. Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License. The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 and Section 11.2 herein.

(b) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 --- INDEMNIFICATION

The Licensee shall, without charge to the Town, indemnify and hold harmless the Town, its officials, officers, boards and commissions and members thereof, employees, agents and/or representatives against all claims for damages and expenses due to any acts or omission of the Licensee, its employees, officers, contractors, subcontractors and/or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. The Town shall give the Licensee

timely written notice of any claim(s) for which indemnification is sought. Indemnified expenses shall include, without limitation, reasonable attorney's fees, provided that the Issuing Authority or its designee shall give the Licensee timely written notice of its obligation to indemnify the Issuing Authority, and, in the event of a legal action against the Town, the Issuing Authority or its designee promptly forwards to the Licensee a copy of the legal complaint served upon the Town. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town for any claim arising from or related to the activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable System. This indemnity does not apply to (1) content of programming carried on any channel made available for public, educational or governmental use, or leased access channels or (2) Town's use of such channels.

Section 9.4 --- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

**ARTICLE 10
ADMINISTRATION AND REGULATION**

Section 10.1 --- PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority once per year. All such evaluation Hearings shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, (i) review Licensee's compliance with the terms and conditions of this Renewal License and (ii) hear comments, suggestions or complaints from the public.

(b) The Issuing Authority shall have the right to question Licensee on any aspect of this Renewal License. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Issuing Authority pursuant to Section 13.1 herein. Any Subscriber or other Person may submit questions or comments during such review hearing, either orally or in writing. The Licensee shall respond to such questions at the hearing or a continued hearing and/or in writing, as reasonably requested by the Issuing Authority and pursuant to Section 13.1 herein.

(c) Within sixty (60) days after the conclusion of such review hearing, the Issuing Authority shall issue a written report with respect to the Licensee's compliance with the terms and conditions of this Renewal License, including, but not limited to, the Licensee's Cable System performance and quality of Service. The Issuing Authority shall send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance or inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to applicable law and Section 11.1 herein.

Section 10.2 --- EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at no cost to the Town; provided, however that, whenever reasonably possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment, with said notice not being subject to the formal notice requirement of Section 14.11. Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable government program providing for reimbursement.

Section 10.3 --- REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.4 --- JURISDICTION AND VENUE

Other than administrative actions within the jurisdiction of the Commonwealth or the FCC, jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

Section 10.5 --- NONDISCRIMINATION

The Licensee shall not unlawfully discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations relating to nondiscrimination through the term of this Renewal License. This Section 10.6 shall not affect the right of the Licensee to offer discounts.

ARTICLE 11
DETERMINATION OF BREACH
LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1 --- DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) invoke any other lawful remedy available to the Town; and

(vi) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law..

Section 11.2 --- LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, but, unless otherwise agreed to by the parties, such liquidated damages shall not be assessed for the period from the time the Licensee responds to such notice until the Issuing Authority determines the Licensee is in default, unless otherwise agreed upon by the parties. Liquidated damages shall be as follows:

(i) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, two hundred dollars (\$200.00) per day, for each day that any such non-compliance continues;

(ii) For failure to maintain the Institutional Network, in accordance with Section 3.2 herein, two hundred dollars (\$200.00) per day, for each day that such non-compliance continues;

(iii) For failure to comply with the public, educational and governmental Access provisions in accordance with the relevant provisions of Article 6, one hundred fifty dollars (\$150.00) per day, for each day that any such noncompliance continues;

(iv) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required;

(v) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.2 herein, one hundred dollars (\$100.00) per day that any such noncompliance continues;

(b) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

(c) Such liquidated damages shall be in addition to, and not a limitation upon any other provisions of this Renewal License and applicable law, including, revocation, or any other statutory or judicially imposed penalties or remedies.

Section 11.3 --- TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and Section 11.5, subject to appeal pursuant to applicable law or (ii) the abandonment of the Cable System, in whole or in material part, by the Licensee without the express, prior approval of the Issuing Authority. In the event of any termination, the Issuing Authority and Licensee shall have all of the rights provided in this Renewal License.

Section 11.4 --- NO WAIVER-CUMULATIVE REMEDIES

(a) Except to the extent prohibited by Section 626(c) of the Cable Act, no failure on the part of the Issuing Authority, the Town and/or Licensee to exercise, and no delay in exercising, any right or remedy in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the terms, conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any rights and remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Issuing Authority, the Town and/or Licensee under applicable law, subject in each case to the terms, conditions and limitations in this Renewal License.

Section 11.5 --- REVOCATION OF RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke this Renewal License granted herein, subject to the procedures in Section 11.1 herein.

ARTICLE 12
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 --- CUSTOMER SERVICE OFFICE

(a) During the term of this Renewal License, the Licensee shall provide a full service walk-in customer service office within the Town of Sherborn or in any town contiguous to Sherborn, for the purpose of receiving customer inquiries and complaints including without limitation those regarding billing, service, installation, equipment malfunctions, answering general inquiries, and receiving, or exchanging cable services equipment. Said customer service office shall be open for walk-in business Monday through Saturday during Normal Business Hours.

(b) Said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that the Licensee shall take into account any reasonable concerns raised by the Issuing Authority regarding such possible changes.

Section 12.2 --- FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 CFR 76.309, as may be amended to from time to time.

Section 12.3 --- TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient trained customer service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations, codified at 47 CFR §76.309, as may be amended to from time to time. Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met not less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(b) The Licensee's main customer service office shall have a publicly listed, toll free telephone number for Sherborn Subscribers, which number shall appear on all bills and statements.

(c) At all other times than those listed in Section 12.1(a) above, the Licensee shall maintain a telephone answering service for Subscribers. Said answering service shall forward all inquiries and/or complaints to the Licensee the next business day. All such after-hours calls shall be logged by the Licensee.

Section 12.4 --- BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with required notifications and information in accordance with 207 CMR 10.00 et seq. as the same may exist or as may be amended from time to time.

Section 12.5 --- INSTALLATION VISITS .SERVICE CALLS RESPONSE TIME

(a) The Licensee shall provide Cable Service to Sherborn residents who request Service

within seven (7) days of said request, provided that such request is for a standard aerial installation, pursuant to Section 4.1(c) and Section 4.1(d) herein. Underground installation shall be completed as expeditiously as practicable.

(b) The appointment window alternatives for installations, Service calls and other installation activities shall be either a specific time or, at a maximum, a four (4) hour time block during Normal Business Hours, as defined by 47 CFR §76.309. The Licensee shall make reasonable best efforts to schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of Subscribers.

(c) The Licensee shall make installation and service calls to its Subscribers from 9:00 A.M. to 7:00 P.M., Monday through Friday and from 9:00 A.M. to 5:00 P.M. on Saturday, excluding Sundays and holidays.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours.

(e) System outages shall be responded to promptly by stand-by technical personnel, subject to Force Majeure. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within one hour, concerning such an outage, or when the Licensee has reason to know of such an outage. To the extent required by law, Licensee shall keep reports of such outages and provide such cumulative reports thereof to the Issuing Authority quarterly upon request.

(f) Licensee shall remove aerial Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.6 --- COMPLAINT RESOLUTION PROCEDURES

(a) Consistent with applicable law, the Licensee shall establish a procedure for resolution of complaints by Subscribers, whether by telephone, oral, etc. All complaints received by Licensee, whether in writing or orally, shall be logged and recorded and reported to the Issuing Authority on the Division's Complaint Form 500B, or its successor form.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the complaint, the Subscriber shall meet jointly in Sherborn with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial

installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) find a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall enter into good faith discussions concerning possible remedies.

Section 12.7 --- EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to display an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.8 --- PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all privacy provisions contained in all applicable federal and State laws and regulations, including, but not limited to, the provisions of Section 631 of the Cable Act.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy.

Section 12.9 --- PRIVACY WRITTEN NOTICE

Pursuant to Section 631(a)(1) of the Cable Act, at the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

Section 12.10 --- MONITORING

(a) Unless otherwise required by law or court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. Unless otherwise required by law or court order, the Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any

part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all Subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.11 --- DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other Service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed;

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other Service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other Service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.12 --- POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 12.13 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.14 --- SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

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(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

ARTICLE 13
REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 --- GENERAL

Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

Section 13.2 --- FINANCIAL REPORTS

(a) In accordance with M.G.L. 166A, Section 8, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Commission Forms showing a balance sheet sworn to by an authorized financial representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall submit to the Issuing Authority any other financial reports required to be filed with the Issuing Authority in accordance with State and/or federal law or regulations.

Section 13.3 --- DUAL FILINGS

If requested by the Issuing Authority, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation in Sherborn hereunder and subject to Section 13.1 supra.

Section 13.4 --- ADDITIONAL INFORMATION

At any time during the term of this Renewal License, upon the reasonable written request of the Issuing Authority, the Licensee shall provide information which may be required to establish the Licensee's compliance with its obligations pursuant to this Renewal License; provided, however, this section does not apply to Licensee's communications regarding any Complaints of individual Subscribers, which may not be provided to the Issuing Authority under applicable law and regulations. The provision of Section 13.1(b) shall apply to this section.

Section 13.5 --- PROOF OF PERFORMANCE TESTS

The Licensee shall provide copies of the proof of performance tests required by the FCC pursuant to 47 CFR § 76.601 to the Issuing Authority or its designee within a reasonable period of time after with the delivery of such reports to the FCC or the Division.

Section 13.6 --- INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by the Issuing Authority and/or its designee; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.1 --- ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 14.2 --- CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 14.3 --- SEVERABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 14.4 --- ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable Television System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 14.5 --- RENEWAL LICENSE EXHIBITS

Unless otherwise indicated, any exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made part of this Renewal License.

Section 14.6 --- WARRANTIES

The Licensee warrants, represents and acknowledges, and agrees that at or before the Execution Date of this Renewal License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State.

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License constitutes legal, valid and binding obligations of Licensee and is enforceable against the Licensee in accordance with its terms;

(d) There is no action pending or threatened against the Licensee which would interfere with its performance of this Renewal License;

(e) Pursuant to Section 625 of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of Execution Date.

Section 14.7 --- FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental condition; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party.

Section 14.8 --- REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer, at a cost in accordance with applicable law and regulations, to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-satellite and non-cable television reception.

Section 14.9 --- SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets, subject to applicable law; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 14.10 --- APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee and their respective successors and assignees.

Section 14.11 --- NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) or overnight courier to the Board of Selectmen, Town of Sherborn, Town Hall, 19 Washington Street, Sherborn, Massachusetts 01770, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of said notice sent by one of the same methods to the Chairman of the Cable Advisory Committee at the same address or such other address as may be specified by the Issuing Authority in writing to the Licensee.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) or overnight courier to 1500 Market St., Philadelphia, PA 19102 Attn:

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Government Affairs Dept. and the Vice-President of Government Relations, Comcast, 676 Island Pond Rd., Manchester NH, 03109, with one copy to the Director of Government Relations, 28 Travis Street, Allston, MA 02134, or such other address as the Licensee may specify in writing to the Issuing Authority.

(c) Whenever notice of any public hearing relating to the Cable Television System is required by law, regulation or this Renewal License, the Issuing Authority or its designee shall in addition to notice to the Licensee pursuant to subsection (b) above, publish notice of the same, sufficient to identify its time, place and purpose, in an Sherborn newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing, unless otherwise required or allowed by applicable law unless a waiver of such notice is lawfully obtained. The Issuing Authority or its designee shall also identify hearing by periodic announcement on a community bulletin board channel between the hours of 7:00 PM and 9:00 PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(d) Subject to subsection (c) above, all required notices shall be in writing. The delivery shall be equivalent to personal notice, direction or order, and shall be deemed to have been given upon receipt.

Section 14.12 --- NON-RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to 47 USC §635A(a), the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of this Renewal License or because of enforcement of this Renewal License.

Section 14.13 --- TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

Section 14.14 --- INTERVENTION

The Issuing Authority and the Licensee hereby reserve their rights as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

Section 14.15 --- RESERVATION OF RIGHTS

The parties hereto hereby reserve any and all rights under federal, State and local law in regard to or connection with the operation of the Cable System, whether or not stated herein, and except as explicitly stated herein, nothing herein shall be construed as a waiver of any such rights.

[Signatures Appear on the Final Page]

EXHIBIT 3.2

INSTITUTIONAL NETWORK

MUNICIPAL AND SCHOOL BUILDINGS

Municipal Buildings

Sherborn Town Hall 19 Washington Street

Sherborn Public Library 4 Sanger Street

Sherborn Community Center (Town House) 3 Sanger Street

Sherborn Police Station 17 Washington Street

Sherborn Fire Station 22 North Main Street

School Buildings

Pine Hill School 10 Pine Hill Street

EXHIBIT 5.1

BROAD CATEGORIES OF PROGRAMMING

- News Programming
- Public Affairs Programming
- Local Programming
- Children's Programming
- Sports Programming
- Arts and Cultural Programming
- Science and Health Programming
- Entertainment Programming

EXHIBIT 5.5

PUBLIC BUILDINGS

DROP/OUTLETS AND CABLE SERVICE

Sherborn Town Hall 19 Washington Street

Sherborn Public Library 4 Sanger Street

Sherborn Community Center (Town House) 3 Sanger Street

Sherborn Police Station 17 Washington Street

Sherborn Fire Station 22 North Main Street

Highway Garage 7 Butler Street

Woodhaven Elderly Housing (day rooms) Village Way

[See Section 5.6 for Public Schools and Libraries]

Town of Sherborn Cable Television Renewal License

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Sherborn, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts I, Inc.

Witness Our Hands and Official Seal, this ____ day of April, 2004.

TOWN OF SHERBORN

By its Board of Selectmen

Warren L. Wheelwright Jr., Chair

Paul R. DeRensis

Katherine R. Sturgis

Approved as to legal form:

William H. Solomon
Special Cable Counsel

COMCAST OF MASSACHUSETTS I, INC.

Kevin Casey
Senior Vice President
Northeast Region